

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**KASSIDY WOODS,**

**Plaintiff,**

**v.**

**NICHOLAS ROLOVICH, in his  
individual capacity, and  
WASHINGTON STATE UNIVERSITY,**

**Defendants.**

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**CASE NO. 3:21-cv-01958-M**

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**APPENDIX IN SUPPORT OF PLAINTIFF’S RESPONSE TO DEFENDANTS’ MOTION TO  
DISMISS FOR LACK OF PERSONAL JURISDICTION OR, IN THE ALTERNATIVE, TO  
TRANSFER VENUE AND PLAINTIFF’S BRIEF IN SUPPORT**

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Exhibit A: Declaration of Kassidy Woods.....1-5

# EXHIBIT A

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**DECLARATION OF KASSIDY WOODS**

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**STATE OF COLORADO** §  
§  
**COUNTY OF WELD** §

I, Kassidy Woods, declare under penalty of perjury that the following is true and correct to the best of my personal knowledge.

1. I am over 18 years of age, of sound mind, and competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I have personal knowledge of the facts stated herein because I am the Plaintiff in the present litigation.

3. I attended high school at Greenhill School in Addison, Texas. During that time, Washington State University (“WSU”) recruited me to provide contract athletic services as part of the school’s football team.

4. Then-assistant and wide receiver coach Dave Nichol came to Addison, Texas several times in 2017 to talk to me about playing for WSU upon my high school graduation in May 2018. In addition, Nichol traveled with then-head coach Mike Leach to Texas to visit my family’s home in December 2017.

5. In November 2017, WSU paid for me and my parents to visit campus in attempt to further convince me to play football for WSU. On November 22, 2017, I verbally committed to WSU.

6. Leading up to National Signing Day on December 20, 2017, I was given two written contracts wherein WSU asked me to provide athletic services for the university as a member of the football team. These agreements included a National Letter of Intent and a financial agreement

setting forth the financial consideration and benefits WSU would pay for me to play football for the school. I accepted WSU's offer and executed the contracts in Addison, Texas.

7. I graduated from high school in May 2018 and moved to Washington pursuant to my contract with WSU.

8. At WSU, I played in a total of twelve games through my redshirt and redshirt-freshman season. Heading into the 2020 season, I was going to be on the starting roster as a mere sophomore.

9. Washington was the first state that experienced COVID-19, in January 2020. When COVID-19 rapidly spread and gained media attention in the United States in March 2020, the football team was sent home from Washington due to the state facing strict restrictions and regulations. WSU implemented home-based workout programs and virtual interaction processes for the players and coaching staff to continue preparing for the 2020 football season. It was my understanding that participating in home workouts and continuing to communicate with the coaching staff during this time was an obligation of mine pursuant to my athletic and financial aid contracts with WSU. At this time, I was at home in Texas.

10. I was also expected to attend virtual meetings for the football team while home in Texas during the height of the pandemic.

11. In June 2020, head coach Nick Rolovich held a Zoom meeting with me and my parents in Texas, along with other players and their families, regarding the team's return to WSU for summer workouts.

12. Rolovich and the rest of the coaching staff decided that the team should return to WSU for summer workouts because campus was the safest place for players. They represented to us that no one on the team had tested positive for COVID-19. I later learned that this was false,

and that a number of players tested positive, including my roommate, during the summer and fall of 2020 but that the football team was never notified.

13. I carry the sickle cell trait, exposing me to heightened health risks in light of COVID-19.

14. Nonetheless, I traveled from Texas to Washington at the direction of WSU and Rolovich to resume summer workouts on campus.

15. This same summer, the Pac-12 #WeAreUnited social and racial justice group was formed in light of the severity and height of the Covid-19 pandemic, and recent high-profile cases of police maltreatment and brutality in the country. I met with Rolovich and another student-athlete in July 2020 to discuss this group as well as my health concerns associated with athletic participation.

16. On August 1, 2020, I had a phone conversation with Rolovich where I told him I intended to opt out of the 2020 football season for health reasons. I recorded this phone call. Rolovich was not concerned with my health but took this opportunity to ensure I was opting out due to COVID-19 and not because of my affiliation with #WeAreUnited. I told Rolovich that I did identify with the group but that I was opting out due to COVID-19. Rolovich responded that “joining this group. . . would be an issue if I align with them at our school. . . you get to keep your scholarship this year but . . . it is gonna be different in the future. If it is about getting paid... about racial justice and that stuff. . . this group is gonna be at a different level as far as how we are kind of going to move forward in the future. There is one way we will handle it if it is Covid-related and there is one way we will handle it if it is joining this group”

17. Rolovich then immediately instructed me to clean out my locker and to stay away from other football players, claiming it would send mixed messages to the team to have me around.

18. I was promptly removed from the team's GroupMe messaging group, along with five other players who had supported #WeAreUnited. I was ostracized entirely, isolated from the team in all capacities, and stripped access from my practice and game film.

19. Since campus was closed at this time, as it was summer 2020, I could not receive meals as normal pursuant to my athletic aid and other agreements.

20. It was clear to me that Rolovich and WSU did not support me nor #WeAreUnited. I had a number of conversations with WSU representatives where they reiterated their alleged support yet continued to strip me of benefits afforded by my status as a student-athlete, isolate me from the team, and discriminate against me because of my affiliation with this group.

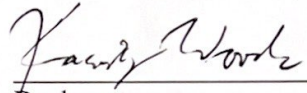
21. Constructively, WSU terminated my career as a student-athlete at that school. I entered the transfer portal shortly thereafter, on September 29, 2020 with no access to my practice and game film, which tremendously affected and limited the interests of other college coaches.

22. After I entered the transfer portal, WSU notified me that it would be terminating my athletic services contract prematurely at the end of the fall 2020 semester.

**UNSWORN DECLARATION OF KASSIDY WOODS**

My name is Kassidy Woods. My date of birth is 02/24/99. My home address is 3755 N Tarry Ln # 117001 Carrollton, TX 75007. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Weld County, Colorado on the 27<sup>th</sup> day of May, 2022.

  
Declarant